



01-14-04

Inmafe

PATENT  
030573

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner:

In re application of  
Diggle et al.

DEVICES AND METHODS FOR PREVENTING  
DAMAGE TO WIRE

Serial No.: 10/723,113

Filing Date: November 26, 2003

TRANSMITTAL LETTER FOR 37 C.F.R. § 3.73(b)  
STATEMENT AND POWER OF ATTORNEY

Pittsburgh, Pennsylvania 15222

January 13, 2004

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Enclosed please find a 37 C.F.R. § 3.73(b) Statement and Power of Attorney (the "Statement") for the above-identified application (the "subject application"). The Statement has been executed by an Officer of the Assignee of the entire right, title

"Express Mail" mailing label number

EU150829535US

Date of Deposit January 13, 2004

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

and interest in the subject application as evidenced by the copy of the assignment attached thereto.

Respectfully submitted,

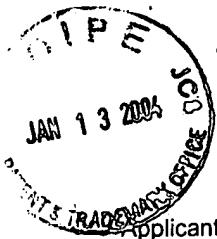


\_\_\_\_\_  
Jonathan C. Parks  
Registration No. 40,120

Attorney for Applicants

KIRKPATRICK & LOCKHART LLP  
Henry W. Oliver Building  
535 Smithfield Street  
Pittsburgh, Pennsylvania 15222-2312

Telephone: (412) 355-6288  
Facsimile: (412) 355-6501



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
37 C.F.R. § 3.73(b) Statement

Applicants : Diggle et al.

For: DEVICES AND METHODS FOR PREVENTING DAMAGE TO WIRE

Serial No.: 10/723,113

Filed: November 26, 2003

BellSouth Intellectual Property Corporation (a Delaware corporation) is the assignee of the entire right, title and interest in the patent identified above by virtue of either:

- A.  An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_ or for which a copy thereof is attached.

OR

- B.  A chain of title from the inventor(s) of the patent application identified above to the current assignee as shown below:

1. From \_\_\_ To: \_\_\_

The document was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

**Power Of Attorney**

Effective as of March 4, 2002, BellSouth Intellectual Property Corporation hereby revokes all previous powers of attorney, if any, and appoints the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Tim S. Bedard,	Reg. No. 53,978	Daniel R. Miller,	Reg. No. 52,030
Roberto Capriotti	Reg. No. 46,599	Franklin B. Molin,	Reg. No. 37,397
George D. Dickos,	Reg. No. 30,048	Robert A. Muha,	Reg. No. 44,249
Thomas J. Edgington,	Reg. No. 34,324	Mark A. Nuzzo,	Reg. No. 53,396
Christine R. Ethridge,	Reg. No. 30,557	Jonathan C. Parks,	Reg. No. 40,120
Kami Lammon-Hilinski	Reg. No. 51,913	Bernard G. Pike	Reg. No. 46,993
Jesse A. Hirshman,	Reg. No. 40,016	Robert V. Racunas, Jr.	Reg. No. 43,027
Mark G. Knedeisen,	Reg. No. 42,747	David Schramm	Reg. No. 41,295
William E. Kuss,	Reg. No. 41,919	Craig M. Waller,	Reg. No. 54,771
James R. Kyper,	Reg. No. 27,346	Robert D. Yeager	Reg. No. 25,047
Michael D. Lazzara,	Reg. No. 41,142	M. Todd Mitchem	Reg. No. 40,731
Mark R. Leslie,	Reg. No. 36,360	Geoff Sutcliffe	Reg. No. 36,348

Please Direct All Correspondence to: Jonathan C. Parks, Esq.

Kirkpatrick & Lockhart, LLP  
Henry W. Oliver Building  
535 Smithfield Street  
Pittsburgh, PA 15222-2312

**Declarati n**

I hereby declare that my presentation of this paper constitutes a certification under 37 C.F.R § 10.18, which provides, in part, that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application and any patent issuing therefrom.

Date 1-5-2004

Signature Jacqueline Gregorski

Name Jacqueline Gregorski

Title Vice-President-BellSouth Intellectual Property Corporation

## Assignment

WHEREAS, I, **Frederick James Diggle, III**, a citizen of the USA, residing at 2054-H Vestavia Park Court, City of Birmingham, State of Alabama, have invented certain inventions and improvements disclosed in an application for United States Letters Patent **SKEIN HOLDER** executed on even date herewith, and listing as inventor(s): **Frederick James Diggle, III and Steven Ryals**;

WHEREAS, **BellSouth Intellectual Property Corporation**, a Corporation of the State of Delaware, having a place of business at 824 Market Street, Suite 901, Wilmington, DE 19801, is desirous of acquiring title in the same;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **Frederick James Diggle, III**, do sell, assign and transfer unto **BellSouth Intellectual Property Corporation**, full, exclusive and entire right, title and interest: (i) in and to all inventions and improvements disclosed and described in said application, (ii) in and to said application, (iii) in and to any divisional, continuation, and continuation-in-part applications describing in whole or in part said inventions and improvements, preparatory to obtaining Patents of the United States therefore, (iv) in and to all patents, reexaminations, and reissues that may be granted in the United States for the aforementioned, (v) in and to any provisional patent applications filed in the United States describing in whole or in part the said inventions and improvements, from which priority may be claimed under Title 35 of the United States Code, and (vi) in and to the right to claim any applicable foreign and domestic priority rights arising from such provisional patent applications or aforementioned applications; I also hereby acknowledge that an obligation for this assignment and for the assignment of all related subject matter arose before the making of the invention and improvements disclosed and described in said application; and I hereby request the Commissioner of Patents to issue any and all Patents of the United States resulting from said application, or from a divisional, continuation, continuation-in-part, or reissue thereof, to, **BellSouth Intellectual Property Corporation** as Assignee, for their interest and for the sole use of **BellSouth Intellectual Property Corporation** and their assigns and legal representatives;

For the same consideration, I, do sell, assign and transfer to **BellSouth Intellectual Property Corporation** the full, exclusive and entire right, title and interest in and to any foreign application or applications corresponding to said application, in whole or in part, in countries other than the United States, in and to any Patents and similar protective rights granted on said foreign application, and in and to the right to claim any applicable priority rights arising from or required for said foreign application under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign applications to be filed and issued in the name of **BellSouth Intellectual Property Corporation** and or their respective designees, insofar as permitted by applicable law;

AND, for the same consideration, I agree to sign all lawful papers, execute all divisional, continuation, continuation-in-part, reexamination, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **BellSouth Intellectual Property Corporation**, their successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

*Frederick James Diggle III*  
Frederick James Diggle, III

11-24-03  
Date

STATE OF Alabama  
COUNTY OF Jefferson

Before me, a Notary Public in and for the State of Alabama, on this 24th, day of November, 2003, personally appeared Frederick James Diggle III, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

*Don Ellis*  
NOTARY PUBLIC

My Commission Expires: Dec 27, 2004

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 27, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

## **Assignment**

WHEREAS, I, **Steven Ryals**, a citizen of the USA, residing at 7317 Whitney Drive, City of Pinson, State of Alabama, have invented certain inventions and improvements disclosed in an application for United States Letters Patent entitled **SKEIN HOLDER** executed on even date herewith, and listing as inventor(s): **Frederick James Diggle, III** and **Steven Ryals**;

WHEREAS, **BellSouth Intellectual Property Corporation**, a Corporation of the State of Delaware, having a place of business at 824 Market Street, Suite 901, Wilmington, DE 19801, is desirous of acquiring title in the same;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **Steven Ryals**, do sell, assign and transfer unto **BellSouth Intellectual Property Corporation**, full, exclusive and entire right, title and interest: (i) in and to all inventions and improvements disclosed and described in said application, (ii) in and to said application, (iii) in and to any divisional, continuation, and continuation-in-part applications describing in whole or in part said inventions and improvements, preparatory to obtaining Patents of the United States therefore, (iv) in and to all patents, reexaminations, and reissues that may be granted in the United States for the aforementioned, (v) in and to any provisional patent applications filed in the United States describing in whole or in part the said inventions and improvements, from which priority may be claimed under Title 35 of the United States Code, and (vi) in and to the right to claim any applicable foreign and domestic priority rights arising from such provisional patent applications or aforementioned applications; I also hereby acknowledge that an obligation for this assignment and for the assignment of all related subject matter arose before the making of the invention and improvements disclosed and described in said application; and I hereby request the Commissioner of Patents to issue any and all Patents of the United States resulting from said application, or from a divisional, continuation, continuation-in-part, or reissue thereof, to, **BellSouth Intellectual Property Corporation** as Assignee, for their interest and for the sole use of **BellSouth Intellectual Property Corporation** and their assigns and legal representatives;

For the same consideration, I, do sell, assign and transfer to **BellSouth Intellectual Property Corporation** the full, exclusive and entire right, title and interest in and to any foreign application or applications corresponding to said application, in whole or in part, in countries other than the United States, in and to any Patents and similar protective rights granted on said foreign application, and in and to the right to claim any applicable priority rights arising from or required for said foreign application under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign applications to be filed and issued in the name of **BellSouth Intellectual Property Corporation** and or their respective designees, insofar as permitted by applicable law;

AND, for the same consideration, I agree to sign all lawful papers, execute all divisional, continuation, continuation-in-part, reexamination, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **BellSouth Intellectual Property Corporation**, their successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.



Steven Ryals

11-24-03  
Date

STATE OF Alabama  
COUNTY OF Jefferson

Before me, a Notary Public in and for the State of Alabama, on this 24th day of November 2003, personally appeared Steven Ryals, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.



Donna Ellis  
NOTARY PUBLIC

My Commission Expires: /

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 27, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS